

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

| | | |
|-------------------------------|---|--|
| CODY BOOTES and ALEXIS BOOTES |) | CIVIL ACTION |
| f/k/a ALEXIS PIETRAS, |) | |
| |) | Case No.: 1:22-cv-00154-SPB |
| Plaintiffs, |) | |
| |) | <i>Electronically Filed and Served</i> |
| v. |) | |
| |) | The Hon. Susan Paradise Baxter |
| PPP FUTURE DEVELOPMENT, INC., |) | |
| |) | |
| Defendant. |) | |

To: Cody and Alexis Bootes, Plaintiffs
c/o James W. Creenan, Esq. & Ian C. Walchesky, Esq.
 Creenan & Backowski, PC
 Town Square Professional Building
 3907 Old William Penn Highway, Suite 304
 Murrysville, PA 15688
jcreenan@cbattorneys.com
iwalchesky@cbattorneys.com

RULE 68 OFFER OF JUDGMENT

Defendant, PPP Future Development, Inc., by and through its undersigned counsel, makes this Offer of Judgment pursuant to Rule 68 of the Federal Rules of Civil Procedure to Plaintiffs, Cody Bootes and Alexis Bootes f/k/a Alexis Pietras:

1. Cody and Alexis Bootes are the Plaintiffs in this matter and have brought the following claims for:

- a. Count I – Plaintiffs v. Defendant – Declaratory Judgment
- b. Count II – Plaintiffs v. Defendant – Breach of Contract (Specific Performance)
- c. Count III – Plaintiffs v. Defendant – Breach of Contract (Damages)
- d. Count IV – Plaintiffs v. Defendant – Trespass
- e. Count V – Plaintiffs v. Defendant – Public Nuisance

f. Count VI – Plaintiffs v. Defendants – Private Nuisance

g. Count VII – Plaintiffs v. Defendant – Negligence Per Se¹

2. Defendant PPP Future Development, Inc. makes this offer more than 14 days prior to trial in compliance with Rule 68.

3. Defendant PPP Future Development, Inc.’s Offer of Judgment is unconditional and is made to fully and finally resolve all claims asserted against them in this action; **however, nothing in this Offer of Judgment shall be construed to: terminate the Lease between the parties, admit any liability on behalf of Defendant, PPP Future Development, Inc., require Defendant, PPP Future Development, Inc. to pay Plaintiffs any past sum of money pursuant to the Lease, or require Defendant, PPP Future Development, Inc. to owe any damages, of any kind, to Plaintiffs.**

4. This Offer of Judgment is made for the purposes specified in Rule 68. It should not be construed as an admission either that Defendant PPP Future Development, Inc. is liable in this action, or that Plaintiffs have suffered any damage.

5. Defendant PPP Future Development, Inc. hereby offers to allow entry of judgment to be taken against them pursuant to Rule 68 in the amount of **\$25,000**. This shall be the total amount to be paid by the Defendant on account of any and all liability claimed in this action, including the reasonable costs in the amount of **\$5,000** accrued through the date of service of the offer. **The offer is exclusive of attorneys’ fees.**

6. If the Plaintiffs do not accept this offer in writing, within 14 days after service, this Offer of Judgment will be deemed withdrawn or rejected.

¹ Plaintiffs’ negligence per se claims based on the Solid Waste Management Act were dismissed via Court Order dated March 21, 2023.

7. In accordance with Rule 68, if this Offer of Judgment is not accepted by Plaintiffs and the judgment finally obtained by Plaintiffs against the Defendant is not more favorable than the offer of \$25,000, Plaintiffs must pay Defendant's costs and fees incurred after making this offer, as well as the costs and fees of Defendant as allowed by the law of the Third Circuit.

8. This Offer of Judgment shall not be filed with the Court unless:

- a. accepted by Plaintiffs; or
- b. in a proceeding to determine costs or attorneys' fees.

9. This Offer of Judgment is to have no effect whatsoever except in settlement of this case.

10. Additionally, this Offer of Judgment is not admissible as evidence in any proceeding, except if rejected, in a proceeding to determine costs.

Respectfully Submitted,

**DILLON, MCCANDLESS, KING,
COULTER & GRAHAM, L.L.P.**

Date: March 26, 2024

By: /s/ Jordan P. Shuber
Jordan P. Shuber
PA. I.D. No. 317823
jshuber@dmkcg.com

128 West Cunningham St.
Butler, PA 16001
Phone 724-283-2200

*Counsel for Defendant, PPP Future Development,
Inc.*

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

CODY BOOTES and ALEXIS BOOTES
f/k/a ALEXIS PIETRAS,

Plaintiffs,

V.

PPP FUTURE DEVELOPMENT, INC.,

Defendant.

CIVIL ACTION

Case No.: 1:22-cv-00154-SPB

Electronically Filed and Served

The Hon. Susan Paradise Baxter

ACCEPTANCE OF RULE 68 OFFER OF JUDGMENT

We, Cody and Alexis Bootes, Plaintiffs in the above-captioned litigation, accept the terms of the foregoing Rule 68 Offer of Judgment as presented above.

Cody B...

Cody Bootes, Plaintiff

Anna Botwin

Alexis Bootes, Plaintiff

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing **RULE 68 OFFER OF JUDGMENT** has been served via e-mail only this 26th day of March 2024, upon counsel of record identified below:

Cody and Alexis Bootes, Plaintiffs
c/o James W. Creenan, Esq. & Ian C. Walchesky, Esq.
Creenan & Backowski, PC
Town Square Professional Building
3907 Old William Penn Highway, Suite 304
Murrysville, PA 15688
jcreeanan@cbattorneys.com
iwalchesky@cbattorneys.com

/s/ Jordan P. Shuber

Jordan P. Shuber



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Sent for signature to Cody Bootes (crbootes@gmail.com) and Alexis Bootes (abootes10@gmail.com) from iwalchesky@cbattorneys.com
IP: 98.24.20.222



VIEWED

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13:25:58 UTC

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